

BILL NO. S-76-12- 46

SPECIAL ORDINANCE NO. S- 06-77

AN ORDINANCE approving a contract with Woodmont Realty, Inc. for construction of a sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
FORT WAYNE, INDIANA:

SECTION 1. That the contract dated December 13, 1976,  
between the City of Fort Wayne, by and through its Mayor and  
the Board of Public Works and Woodmont Realty, Inc., for:

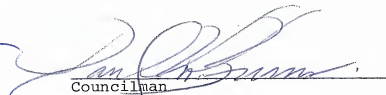
Beginning at an existing manhole on the  
existing 10-inch sanitary sewer lying north of the  
South line of Lots #26 and #27 in Woodmont,  
Section II, said manhole being situated in the  
Southwest corner of said Lot #27; thence Northerly,  
400 feet to proposed manhole #1, lying within the  
right-of-way of Alderwood Lane; thence Northerly  
along said Alderwood Lane, 300 feet to proposed  
manhole #2; thence Northwesterly, along Alderwood  
Lane, 140 feet to proposed manhole #3, at the  
intersection of Alderwood Lane with Oaktree Road;  
thence Northeasterly along said Oaktree Road, 350  
feet to proposed manhole #4; thence Northeasterly  
along said Oaktree Road, 150 feet to proposed  
clean-out #1 and there terminating,

of which the developer shall pay the entire cost and expense  
of the construction of said sewer, all as more particularly set  
forth in said contract which is on file in the Office of the  
Board of Public Works and is by reference incorporated herein,  
made a part hereof and is hereby in all things ratified, confirmed  
and approved.

SECTION 2. This Ordinance shall be in full force  
and effect from and after its passage and approval by the Mayor.

APPROVED AS TO FORM  
AND LEGALITY.

  
CITY ATTORNEY

  
Councilman

Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the day of \_\_\_\_\_, 1976, at \_\_\_\_\_ o'clock P.M., E.S.T.

DATE: 12-28-76

Charles W. Tatum  
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Talarico, and duly adopted, placed on its passage.  
PASSED (~~TO~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 1-11-77

Charles W. Tatum  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. 8-06-77 on the 11th day of Jan, 1977.

ATTEST: (SEAL)

Charles W. Tatum  
CITY CLERK

John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of January, 1977, at the hour of 12:30 o'clock P. M., E.S.T.

Charles W. Tatum  
CITY CLERK

Approved and signed by me this 13th day of January, 1977, at the hour of 10:30 o'clock P. M., E.S.T.

Robert E. Armstrong  
MAYOR

Bill No. S-76-12-46

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance  
approving a contract with Woodmont Realty, Inc., for construction  
of a sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance *OK* PASS.

PAUL M. BURNS - CHAIRMAN

FREDRICK R. HUNTER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

JAMES S. STIER

*Paul M. Burns*

*Fredrick R. Hunter*

*Vivian G. Schmidt*

*James S. Stier*

DATE 1-11-77 CONSIDERED IN  
CHARLES W. WESTERMAN, CITY CLERK

64-63-13 HI  
12/13/76

A G R E E M E N T  
F O R  
S E W E R   E X T E N S I O N

THIS AGREEMENT made in triplicate this 12 day of December, 1976, by and between WOODMONT REALTY, INC, hereinafter referred to as "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

Beginning at an existing manhole on the existing 10-inch sanitary sewer lying North of the South line of Lots #26 and #27 in Woodmont, Section II, said manhole being situated in the Southwest corner of said Lot #27; thence Northerly, 400 feet to proposed manhole #1, lying within the right-of-way of Alderwood Lane; thence Northerly along said Alderwood Lane, 300 feet to proposed manhole #2; thence Northwesterly, along Alderwood Lane, 140 feet to proposed manhole #3, at the intersection of Alderwood Lane with Oaktree Road; thence Northeasterly along said Oaktree Road, 350 feet to proposed manhole #4; thence Northeasterly along said Oaktree Road, 150 feet to proposed clean-out #1 and there terminating.

All sewers consist of 1340 ± L.F. of 8-inch E.S.C.P., ABS Plastic Pipe or A.C.P. in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief W.P.C. Engineer of the City Utilities of the City, and known as WOODMONT, SECTION II, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas.

WHEREAS, the cost of construction of said sewer is represented to be \$18,000.00.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto

agree as follows:

1. CONSTRUCTION OF SEWER.

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION.

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including engineering and City inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER.

Said sewer, when accepted by the City will serve the following described real estate, to be platted as Woodmont, Section II.

Part of the Southeast Quarter of Section 32, together with part of the Southwest Quarter of Section 33, all in Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:

Beginning at the Northeast corner of FOXWOOD 1st ADDITION as recorded in Plat Book 33, pages 24-26, in the Office of the Recorder of Allen County, Indiana; thence North 90° 00 minutes West (assumed bearing and is used as the basis for the bearings in this description) on and along the North line of said FOXWOOD 1st ADDITION, a distance of 415.0 feet to the Southeast corner of Lot #16 in WOODMONT, SECTION I,

as recorded in Plat Book 37, pages 27-30, in the Office of the Recorder of Allen County, Indiana; thence North 04 degrees 30 minutes West, on and along the Easterly line of said Lot #16 and the Easterly line of Lot #15 in WOODMONT, SECTION I, a distance of 450.0 feet to the Northeast corner of said Lot #15; thence South 72 degrees 30 minutes West, on and along the Northerly line of said Lot #15, a distance of 130.0 feet to the Southeast corner of Lot #14 in said WOODMONT, SECTION I; thence North 21 degrees 13 minutes West, on and along the Easterly line of said Lot #14 and the Easterly line projected Northerly a distance of 248.0 feet to the centerline of Oaktree Road as platted in said WOODMONT, SECTION I; thence North 69 degrees 31 minutes East, on and along said centerline, 15.2 feet to the Southerly projection of the Easterly line of Lot #13 in said WOODMONT, SECTION I; thence North 10 degrees 51 minutes West, on and along said Southerly projection and said Easterly line, a distance of 279.3 feet to the Northeast corner of said Lot #13, being a point on the North line of the South Half of said Southeast Quarter; thence North 88 degrees 31 minutes East, on and along said North line, 139.4 feet; thence North 00 degrees 36 minutes West, 550.0 feet; thence North 89 degrees 24 minutes East, 155.0 feet; thence North 60 degrees 00 minutes East, 230.0 feet; thence South 28 degrees 45 minutes East, 250.3 feet; thence South 09 degrees 29 minutes East, 60.0 feet to a point on the arc of a regular curve to the left having a radius of 249.04 feet; thence Westerly, on and along the arc of said curve, an arc length of 30.0 feet (the chord of which bears South 77 degrees 04 minutes West for a distance of 29.98 feet); thence South 14 degrees 30 minutes East, 253.05 feet; thence South 12 degrees 00 minutes East, 190.0 feet; thence South 00 degrees 00 minutes East, 300.0 feet; thence South 08 degrees 00 minutes East, 579.4 feet to a point situated 330.0 feet North of the South line of said Southwest Quarter; thence South 89 degrees 31 minutes West and parallel to the South line of said Southwest Quarter, a distance of 70.0 feet to the point of beginning, containing 18.478 acres of land.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST AREA.

An area connection charge of \$475.00 per acre must be paid to City at the time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the oversizing cost expended by City for sewer line in providing service to Woodmont, Section II, said sewer being the St. Joe Interceptor.

5. BOND.

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE.

Said sewer shall be constructed for disposal of sanitary sewage only, and neither the parties hereto, their successors, or assigns or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION.

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns, transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of



such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE.

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Burns Indiana Statutes Anno., 1968 Supple., Sections 48-3963, 3964 and 3965), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL.

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

WOODMONT REALTY, INC.

By: Robert L. Meister - Pres  
Robert L. Meister, President  
"DEVELOPER"

CITY OF FORT WAYNE, INDIANA

By: Robert E. Armstrong  
Robert Armstrong, Mayor

BOARD OF PUBLIC WORKS

By: Henry P. Wehrenberg  
Henry P. Wehrenberg, Chairman

By: E. H. Lamar  
Ethel H. Lamar, Member

By: Max G. Scott  
Max G. Scott, Member

ATTEST:

Nursula Miller  
Clerk

Approved as to form and legality:

Harry W. Borden  
Associate City Attorney

STATE OF INDIANA )  
                              ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert L. Meister of Woodmont Realty, Inc. who acknowledged the execution of the foregoing agreement for sewer extension as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 6 day of December, 1976.

My Commission Expires:  
Feb 26, 1980

Helen I. Woodring  
Helen I. Woodring, Notary Public

STATE OF INDIANA    )  
                          ) SS:  
COUNTY OF ALLEN    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Armstrong, Mayor; Henry P. Wehrenberg, Chairman of the Board of Public Works; Ethel H. Lamar and Max G. Scott, Members of the Board of Public Works; Ursula Miller, Clerk of the Board of Public Works; and Larry J. Burke, \_\_\_\_\_, Associate City Attorney, who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained

WITNESS my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_ 1976.

My Commission Expires:

\_\_\_\_\_  
Notary Public

This instrument prepared by: Philip R. Boller, Chief Water Pollution Control Engineer.

8-76-12-46

TITLE OF ORDINANCE SPECIAL ORDINANCE - Sewer Extension Agreement

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE Sewer Extension Agreement between Woodmont Realty, Inc. and  
the the City of Fort Wayne provides for construction of a sanitary sewer to  
serve Woodmont Addition, Section II.  
All construction and engineering costs will be paid by the developer.

EFFECT OF PASSAGE Sanitary sewer service outside City Limits and future revenue  
to the Sewer Utility.

EFFECT OF NON-PASSAGE Failure to provide sewer service where possible

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) No cost to City

ASSIGNED TO COMMITTEE City Utility